

ARTICLE 6 – GRIEVANCE PROCEDURE

6.1 Intent It is the intent of the parties that grievances be adjusted informally wherever possible and at the first level of supervision. Further, it is the intent of the Parties that grievances be heard by a different Hospital representative at each step of the process. Both parties recognize the individual rights of employees to present grievances as provided for in section 9(a) of the National Labor Relations Act.

6.2 When Applicable Whenever a nurse feels dissatisfied in connection with the interpretation and the application of the provisions of this Agreement, the nurse may present a grievance in accordance with the procedures set forth in this Article. A nurse past the initial introductory period who feels he/she has been suspended, disciplined or discharged without proper cause may invoke the grievance procedure.

6.3 Grievance Procedure

Step One If an employee has a grievance that has not been settled informally, the matter shall be reduced to writing indicating the employee's understanding of the dispute and of the provisions of the Agreement that have allegedly been violated. The grievance shall be presented to the immediate supervisor, with a good faith effort to copy Human Resources, within 14 calendar days from when the employee became aware or reasonably should have been aware of the event constituting the grievance. The immediate supervisor shall meet with the grievant and, at the grievant's option, an Association Representative within 10 calendar days of the filing of the grievance. Together they shall attempt to resolve the grievance. The immediate supervisor shall give a written decision to the grievant, and a copy to the Association, within five calendar days after the meeting.

Step Two If the grievance is not settled in Step One, it may be appealed in writing by the grievant, or with the grievant's concurrence by the Association, to the Chief Nurse Officer within seven calendar days from receipt of the written decision referred to in Step One.

The Chief Nurse Officer or designee shall meet with the Association Representative and the grievant within 10 calendar days of the receipt of the appeal and together they shall attempt to resolve the grievance. The Chief Nurse Officer or designee shall give a written decision to the grievant, with a copy to the Association, within seven calendar days after the meeting. If the parties are unable to resolve the grievance within three calendar days following receipt by the Association of the written decision, the decision may be appealed in writing by the grievant or the Association to the St. Charles Medical Center Bend CEO or designee and may copy the SCHS President within seven calendar days thereafter.

Step Three The St. Charles Medical Center Bend CEO or designee shall meet with the grievant and the Association Representative within 10 calendar days of the receipt of the appeal. The St. Charles Medical Center Bend CEO or designee shall also review the case with the Unit manager/Nurse Executive. The St. Charles Medical Center Bend CEO or designee shall give a written decision to the grievant and the Association Representative within seven calendar days after the meeting. The Association shall have 15 calendar days from receipt of the written decision to refer the decision to Arbitration.

6.4 Association Grievance Grievances filed affecting two or more signatory employees and involving the interpretation and/or application of a provision of this Agreement must be presented by the ONA Labor Relations Representative or Bargaining Unit Chair or Vice-Chair or Grievance Chair and will be filed at Step Two of the grievance procedure subject to the initial 14 calendar day period from the event constituting the grievance.

6.5 Timeliness The time limits contained in this procedure may be extended by mutual written agreement of the Hospital and the Association. Grievances may be, by

mutual written consent of the parties, referred back for further consideration or discussion to a prior step or advanced to a higher step of the grievance procedure.

6.6 Discharge Grievances All discharge grievances shall be referred immediately to Step Two of the grievance procedure and shall be filed within seven calendar days of the effective date of discharge.

6.7 Arbitration Procedure

A. Within seven calendar days following receipt of the Association's notice of intent to arbitrate, the parties shall meet to try to mutually agree upon the selection of an arbitrator. If the parties cannot agree upon the selection of an arbitrator within the seven calendar day period, the parties agree to select an arbitrator from a list of at least five persons submitted by the Federal Mediation and Conciliation Service. A selection from the list shall be made within seven calendar days of receipt of the list.

B. Selection of an arbitrator from a list may be by mutual agreement between the parties or by alternately striking one name each from the list until one is left. The first strike shall be determined by the flip of a coin.

C. The arbitrator's decision shall be final and binding upon the Hospital and the Association, provided, however, that the arbitrator shall not, without specific written agreement of the Hospital and the Association with respect to the arbitration proceeding before him/her, be authorized to add to, detract from, or in any way alter the provisions of this Agreement.

D. The arbitrator's fee and all joint incidental expenses of the arbitration shall be borne by the parties. However, each party shall bear the expense of presenting its own case.